

Howard-Cresco Pub. Saf Comm'n AFSCME #1068 (Dispatchers) 7/1/2005 6/30/2007

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**THE HOWARD-CRESCO PUBLIC SAFETY COMMISSION**

**and**

**LOCAL NO. 1068  
AMERICAN FEDERATION OF STATE, COUNTY  
& MUNICIPAL EMPLOYEES,  
AFL-CIO**

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**July 1, 2005 to June 30, 2007**

## PREAMBLE

THIS AGREEMENT entered into by the HOWARD-CRESCO PUBLIC SAFETY COMMISSION, hereinafter referred to as the Employer, and LOCAL 1068/COUNCIL 61, AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

## ARTICLE 1 RECOGNITION

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all the employees in the bargaining unit as follows:

INCLUDED: Radio Dispatchers

EXCLUDED: Elected Officials, Sheriff, Sheriff's Deputies, Maintenance Personnel, Matrons, and all those excluded by Section 4 of the Act.

Section 2. The Employer will not, during the life of this Agreement, meet and confer or meet and negotiate with any individual employees or with any other employees' organization with respect to the terms and conditions of employment of the employees covered by this Agreement except through the Union or its authorized representatives. The Employer will not assist or otherwise encourage any other employees' organization which seeks to bargain for employees covered by this Agreement.

## ARTICLE 2 UNION SECURITY

Section 1. Probationary Period. Each employee shall be considered as on probation for a period of one hundred eighty (180) days. Upon satisfactory completion of the probationary period, the employee will be entitled to all rights and privileges granted all other employees, and his/her term of employment will start as of his/her employment date. Employees shall serve only one (1) probationary period.

Section 2. Checkoff. The Employer agrees that on receipt of an individual written authorization from an employee, the Employer shall deduct from the employee's second pay of each month, membership dues of said employee for the Union, Local 1068, and upon receipt of a notification of withdrawal from the Union, to transmit same to the Union.

Section 3. Transmission of Dues. The Employer shall transmit to the Treasurer of the Union, the total deduction of all membership dues so authorized within fifteen (15) days following the second pay period of the month. The Employer shall also send a complete list of names of employees for whom the deductions were made. With each subsequent monthly membership dues remittance, the Employer will then make notations of additions or deletions from said list.

Section 4. Nondiscrimination.

A. No appointment to or termination from a position with the Employer shall be affected or influenced in any consideration of race, color, creed, sex, age, national origin, union or non-union affiliation.

B. No question in any examination or on any employment form, or in any other personnel proceeding shall be so framed as to elicit information concerning political or religious opinion of the applicant or employee.

Section 5. Part-Time Employees.

A. Effective July 1, 1990, part-time employees who become full-time employees shall receive, for seniority and vacation benefit purposes, 50% credit of past time worked, up to a maximum of two (2) years service.

ARTICLE 3  
HOURS OF WORK

Section 1. Regular. When mutually agreed upon by the Employer and employees, employees may, on weekends, work up to twelve (12) hours per shift and no overtime will be paid based on those twelve (12) hour shifts.

Section 2. Workweek. The workweek shall consist of up to six (6) consecutive days.

Section 3. Workday. Up to eight (8) consecutive hours of work shall constitute the regular workday, unless otherwise agreed.

Section 4. Work Schedules. Shifts, workdays, and hours shall be determined by the Employer and posted on the department bulletin board at all times. Shifts may be exchanged with prior approval of the County Sheriff.

Section 5. Regular Week. The workweek shall start on 12:01 AM on Sunday and end at 2400 Saturday.

Section 6. Employer Work Prohibition. Public employees, not in the bargaining unit, shall not perform work on any hourly rate job classification if the result would be to lay off an employee in the bargaining unit.

ARTICLE 4  
MEAL PERIODS

Section 1. Radio Dispatchers shall be required to remain on duty at all times. Therefore, they shall be paid during their meal period.

ARTICLE 5  
OVERTIME

Section 1. Rate of Pay. Time and one-half (1 1/2) the employee's regular hourly rate of pay, or compensatory time off as defined below, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

Section 2. Daily. All work performed in excess of eight (8) hours in any workday.

Section 3. Weekly. All work performed in excess of forty (40) hours in any workweek.

Section 4. Compensatory Time Off

A. If compensatory time off is chosen by the employee as the method of pay for overtime work, the overtime rate of pay shall be one and one-half (1 1/2) hours compensatory time off for each hour of overtime worked. Employees may elect to take 50% of their overtime in cash. Compensatory time may accumulate up to a maximum of forty (40) hours. Use of comp time must be scheduled with and approved by the Sheriff. However, in no case shall the use of comp time cause overtime to be paid to a replacement.

Section 5.      Scheduling of Overtime. The Safety Center shall distribute overtime as equally as possible among employees in the bargaining unit.

## ARTICLE 6 HOLIDAYS

Section 1.      Holidays Recognized and Observed

A. The following days shall be recognized and observed as paid holidays for eligible employees.

New Year's Day	Veterans' Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve Afternoon
Independence Day	Christmas Day
Labor Day	New Year's Eve Afternoon

B. Employees shall receive up to one (1) day's pay (eight (8) hours) for each of the holidays listed above on which they perform no work.

C. Employees working on a scheduled holiday shall receive two (2) times their hourly rate of pay for each holiday that is worked.

D. Once eligible employees have completed their probationary period, the Employer will go back and retroactively pay any scheduled holidays the employee was eligible to be paid for but did not receive.

E. Eligible employees are required to work their last scheduled workday before the holiday and their first scheduled workday after the holiday, unless excused, in writing, by their immediate supervisor. However, employees on vacation shall be exempt from the above approved requirement.

F. Holiday pay for employees working less than forty (40) hours per week shall be pro rated based on the average number of hours worked during the previous three (3) months.

## ARTICLE 7 VACATIONS

Section 1.      Eligibility and Allowances. All employees shall be entitled to a paid vacation in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Allowance</u>
After 1 year	5 days
After 2 years	10 days
After 5 years	12 days
After 9 years	15 days
After 15 years	20 days
After 20 years	25 days

Employment anniversary dates shall be used in determining years of employment.

**Section 2. Vacation Pay.** The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the payday immediately preceding the employee's vacation period.

Employees taking one or more weeks of vacation shall, if possible, receive their vacation pay period prior to the start of their vacation period.

**Section 3. Choice of Vacation Period.** All employees shall determine their preference in writing for vacation between January 1st - April 15th for the rest of the year. If two (2) employees have the same preference, seniority shall prevail. These vacation times shall not be changed for the remainder of the year. Any other vacation request shall follow the procedure in the contract. Employees cannot preempt any vacation scheduled between January 1st - April 15th.

Vacations shall be granted, in writing, at the time requested by the employee, providing five (5) working days notice, in writing, is given for five (5) days or less vacation and ten (10) working days notice, in writing, is given for six (6) days vacation or more. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his/her choice of vacation period in the event of any conflict over vacation periods. Vacations of longer than fourteen (14) consecutive days shall be subject to the approval of the Employer.

Vacation periods may be carried over for one (1) year. Vacations shall be taken in increments of one-half (1/2) day or more.

**Section 4. Holiday During Vacation Period.** Whenever a holiday falls during an employee's scheduled vacation time, the employee shall extend his/her vacation period by the number of holidays within the vacation period. In no case shall holiday hours be counted as vacation time.

**Section 5. Vacation Rights in Case of Layoff or Separation.** Any employee who is laid off, discharged, retired, or separated from the service of the Employer for any reason, prior to taking his/her vacation, shall be compensated either by check or additional vacation for the unused vacation he/she has accumulated at the time of separation.

**Section 6. Deceased Employee.** Accrued vacation benefits for deceased employees shall be paid to the employee's estate.

**Section 7. Part-Time Employees.** Part-time employees shall earn vacation benefits based on the number of hours they are normally scheduled to work.

<u>Employees Schedule to Work</u>	<u>Percent of Vacation Benefits</u>
0-8 hours per week	None
9-23 hours per week	25% of the vacation schedule in Section 1
24-39 hours per week	50% of the vacation schedule in Section 1

## ARTICLE 8 MINIMUM TIME PAY ALLOWANCES

Section 1. Reporting Time. Any employee who is scheduled to report for work and who presents him-/herself for work as scheduled shall be assigned to at least four (4) hours work on the job for which he/she was scheduled to report.

Section 2. Call Time. Any employee called to work outside of his/her regularly scheduled shift shall be paid for a minimum of two (2) hours at the appropriate rate of pay.

## ARTICLE 9 LEAVES OF ABSENCE

Section 1. Eligibility Requirements. Employees shall be eligible for leaves of absence after the completion of their probation periods.

Section 2. Application for Leave. Any request for a leave of absence shall be submitted, in writing, by the employee to the employee's immediate supervisor. The request shall state the reason the leave of absence is being requested and the approximate length of time off the employee desires.

Written authorization for a leave of absence shall be furnished to the employee by his/her immediate supervisor.

Any request for a leave of absence shall be answered promptly. Requests for immediate leave (for example, family sickness or death) shall be answered before the end of the shift on which the request was submitted.

In addition to accruing seniority while on any leave of absence granted under the provision of this Agreement, employee shall be returned to the position they held at the time of the leave of absence request.

### Section 3. Paid Leaves

#### A. Bereavement

1. In the event of death in the immediate family of an employee, or the employee's spouse, the employee shall be granted three (3) working days leave of absence, with pay, to make household adjustments, arrange for funeral service, or to attend funeral services.

The immediate family shall include spouse, parents, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, children, step parents, grandchildren, brother and sister.

2. With twenty-four (24) hours notice, employees shall be granted a leave of absence of one (1) day for an employee to attend services for a member of the immediate household, son-in-law or daughter-in-law.

B. Jury Duty Employees shall be granted a leave of absence, with pay, any time they are required to report for jury duty or jury service.

Employees shall return any salary compensation for jury duty they received to the Employer.

C. Civic Duty Employees required to appear, pursuant to a subpoena, before a court or other public body, shall be granted a leave of absence, with pay, for the period necessary to fulfill their civic duties and responsibilities.

Employees shall return any salary compensation they received from the court or other public body to the Employer.

### Section 4. Unpaid Leaves

A. Family Sickness and Death With twenty-four (24) hours notice, employees may be granted a leave of absence of one (1) day for an employee to attend services for a fellow employee, a neighbor, an uncle, an aunt, or first cousin or to fulfill the duties of a pallbearer.

An employee shall be granted leaves of absence limited to six (6) days per year for critical illness or severe injury of a member of the immediate family.

B. Reasonable Purpose Unpaid leave of absences may be granted in certain circumstances. If an employee has exhausted all applicable paid leave, he/she may apply for an unpaid leave of absence in writing for a period of time not to exceed 30 days. Applications for unpaid leaves must be made in writing and shall state the reasons for the leave and inclusive dates, and shall be submitted to the Sheriff. Approval of an unpaid leave of absence is at the discretion of the Sheriff.

C. Only non-monetary benefits shall continue during any unpaid leave of absence.

D. Union Business One (1) employee, delegated to a Union meeting, shall be granted a leave for the time of the meeting or thirty (30) days, whichever is the lesser. Ten (10) days prior notice of such a leave shall be given to the Employer.

E. Vacation Credits Employees on unpaid leave may utilize vacation credits up to six (6) days.

## ARTICLE 10 SICK LEAVE

Section 1. General Sick leave shall apply to a period in which the employee is incapacitated and absent from the performance of the employee's duties by sickness or injury. Disabilities caused or contributed to by pregnancy and recovery thereof shall be covered by sick leave. After the second day of sick leave, the Employer may request written verification from the attending doctor determining if the employee is capable of performing their job, before the employee is allowed to return to work.

Section 2. Allowance Employees shall be eligible to use sick leave once they have completed their probationary period. Employees shall be allowed two (2) days of sick leave for each month of service. Sick leave shall be earned by an employee for any month in which the employee is compensated for ten (10) or more days of work.

Section 3. Accumulation and Bank Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave up to 1008 hours.

### Section 4. Unused Days

A. A lump sum shall be paid to an employee equal to twenty percent (20%) of the cash value of the accumulated sick leave when they are permanently separated from employment as a result of voluntary resignation, discharge, or retirement.

B. An employee may return all or a portion of the 20% of his/her unused sick leave referred to in paragraph A for purposes of early retirement.

C. In the event of death, payment equal to twenty percent (20%) of the cash value of the accumulated sick leave is to be made to the estate of the employee.



D. The amount of payment for all unused sick leave is to be calculated at the employee's rate of pay in effect on the payday immediately preceding the employee's separation.

E. The above provision shall apply to only those employees employed by July 1, 2005.

**Section 5. Recovery Period.** An employee may return to work and perform light duty work if cleared by his/her physician, providing there is an opening.

**Section 6. Vacation Sick Leave.** Should an employee become ill or disabled while on vacation, paid sick leave may be used only if the employee is hospitalized and a doctor's statement describing the illness or disability is given to the employee's supervisor.

**Section 7. On the Job Injuries.** Workers Compensation benefits are available to employees who are injured on the job. An employee may elect to supplement workers compensation benefits with sick leave if he/she notifies the County in writing. The employee retains the workers compensation check and the County will issue a check to the employee for the difference of normal gross pay and workers' compensation payment. The County will deduct withholdings only on the difference between the regular gross pay and the Workers' Compensation pay.

Procedure:

A. Calculate the average gross weekly pay by dividing the total gross wages paid the employee for the 13 weeks prior to the date of injury. (figure is needed to determine the benefit amount in Step B below.)

B. Determine the employee's weekly Workers' Compensation benefit amount by the Benefit Schedule of the Iowa Workers' Compensation Claim Handling Guide.

C. Subtract the Workers' Compensation benefit from the weekly net pay amount to determine the amount of sick leave pay needed to bring it up to regular take home pay.

D. Calculate the employee's net hourly wage (divide weekly net pay by hours worked.)

E. Divide amount in Step C by the net hourly wage (Step D) = no. of hours of sick leave to be paid per week and deducted from the employee's sick leave accumulation.

**Section 8. Part-Time Employees.** Part-time employees shall earn sick leave benefits according to the following schedule:

<u>Employees Working</u>	<u>Accumulation</u>
0-8 hours per week	None
9-23 hours per week	25% of the schedule in Section 2
24-39 hours per week	50% of the schedule in Section 2

## ARTICLE 11 DISCIPLINE AND DISCHARGE

**Section 1. Discipline.** Disciplinary action or measure may include the following:

Written reprimand  
Suspension not to exceed three (3) unpaid workdays

Written reprimand  
Suspension not to exceed three (3) unpaid workdays  
Discharge

**Section 2. Discharge.** The Employer shall not discharge any employee without just cause; however, if any employee is discharged, the Union shall have the right to take up the suspension and/or discharge as a grievance at the third step of the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step, if deemed necessary by either party.

Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

**Section 3.** Written reprimands shall be removed from an employee's personnel file if there is no further discipline within eighteen (18) months from the date of the reprimand.

## ARTICLE 12 SETTLEMENT OF DISPUTES

**Section 1. Grievance and Arbitration Procedure.** Any grievance or dispute which may arise between the parties, including the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

**Step 1.** The Union Steward, with or without the employee, shall, in writing, present the grievance or dispute to the County Sheriff within ten (10) working days of the date of the occurrence of the alleged contract violation. The County Sheriff shall, in writing, respond to the Steward within five (5) working days.

**Step 2.** If the grievance has not been settled in Step 1, it may be presented, in writing, by the Union Steward or other Union representative to the Chairperson of the Howard-Cresco Public Safety Commission within seven (7) working days after the response of the County Sheriff is due.

The Chairperson of the Howard-Cresco Public Safety Commission shall respond, in writing, to the Union Steward within seven (7) working days.

**Step 3.** If the grievance is still unsettled, it may be presented by the Union's grievance committee to the full Commission within seven (7) working days after the response of the Commission Chairperson is due. The Commission shall respond, in writing, to the Union grievance committee within seven (7) working days.

**Step 4.** If the grievance is still unsettled, the Union may, in writing, to the Commission's Chairperson, within fifteen (15) working days after receipt of the Commission's response, request arbitration.

1. If the parties fail to select an arbitrator by mutual agreement, the Public Employment Relations Board (PERB) may be requested by either or both parties to provide a list of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two (2) names from the panel. The flip of a coin shall determine the first strike, the other party shall then strike one name, the process will be repeated and the remaining person will be the arbitrator.

2. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his/her written decision within thirty (30) days after the submission of the grievance to him/her. Either party may furnish the arbitrator a photo copy of the grievance.

3. Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the cost of the record.

4. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the grievance submitted.

Section 2. Processing Grievances During Working Hours. Grievance handling will not be conducted on the Employer's time. All time spent in hearings held under this procedure shall not be counted as hours worked for purposes of computing pay and overtime or compensatory time. The Steward shall not in any way disrupt or interfere with the operation of the Employer or other employees.

## ARTICLE 13 GENERAL PROVISIONS

Section 1. Work Rules. Management agrees to establish a consistent set of work rules which will cover all employees in the bargaining unit. The work rules shall be reasonable and shall be applied equally to all employees in the unit.

Any changes in management instituted work rules shall be posted ten (10) days before implementation.

The Union shall receive a copy of work rules and changes.

Section 2. Union Notices. The Employer agrees to allow the Union to post official Union notices.

The Union shall limit its posting of notices and bulletins to one bulletin board designed for such use.

## ARTICLE 14 SENIORITY

Section 1. Definition. Seniority means an employee's continuous length of service since his/her last date of hire.

Section 2. Probation Period. New employees shall be added to the seniority list upon completion of their probationary period.

Section 3. Seniority Lists. The Employer shall post, on a departmental bulletin board, a seniority list showing the continuous service of each employee. A new posting is to be accomplished whenever a change in seniority occurs, and a copy of each posting shall be furnished to the Local Union, when posted.

Section 4. Breaks in Continuous Service. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, absence for three (3) consecutive days from work without a good verifiable cause, of disability for one year period. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

A. All vacancies of the Employer, in any job classification or new job covered by this Agreement, shall be posted on the bulletin boards for a period of five (5) regular working days prior to seeking other applicants. The Employer agrees to include in the notice so posted the job classification, normal starting time of the job, the rate of pay, and minimum qualifications.

B. Promotions shall be based on qualifications and seniority. Qualifications being equal, seniority shall prevail.

C. All eligible employee applications for posted job vacancies as hereinbefore set out shall be considered in the selection of the person to fill the vacancy. The Employer agrees to provide the Union Steward with a copy of any job vacancies.

D. Employees assigned to vacancies or new positions shall be on probation for a period of ninety (90) days.

E. In the event an employee does not choose to accept a promotion, it shall have no effect on his/her future promotions.

Section 6. Layoffs and Recalls. Employees with the least seniority will be laid off first. Recall shall be in reverse order, provided that employees recalled shall be qualified for the work available. No new employees shall be hired until all employees on layoff status have had the opportunity to return to work.

## ARTICLE 15 WAGES

### Section 1. Wage Schedule

A. Employees shall be compensated in accordance with the wage schedule in Sections 4, 5, and 6 of this Article.

B. Newly hired employees will be paid 90% of classification rate during the probationary period. Employees shall be paid the base rate of pay after the completion of the probationary period.

Section 2. Pay Period. Employees shall be paid every two (2) weeks on the Thursday of the second week unless that day is a holiday, in which case effort will be made to pay employees on Wednesday.

Section 3. Time Sheets. There shall be no change made in an employee's time sheet without his/her knowledge.

Section 4. Wage Increase. All Radio Operators, former, and those currently employed, will be compensated according to the following rate:

Effective July 1, 2005, Radio Operators will be paid \$13.27 per hour.

Effective July 1, 2006 Radio Operators will be paid \$13.73 per hour.

Section 5. Radio Operators working between the hours of 4:00 PM and 12:00 Midnight will receive a twenty cent (\$.20) per hour shift premium pay differential.

Section 5. Radio Operators working between the hours of 4:00 PM and 12:00 Midnight will receive a twenty cent (\$.20) per hour shift premium pay differential.

Section 6. Radio Operators working between the hours of 12:00 Midnight and 8:00 AM will receive a forty cents (\$.40) per hour shift premium differential.

Section 7. Regular full time employees are eligible for longevity pay based on the employees years of service as of July 1, 2001 as follows:

After 3 yrs.	.10/hr.
After 6 yrs.	.20/hr.
After 10 yrs.	.30/hr.

Longevity pay will be added to the employees base hourly rate.

#### ARTICLE 16 INSURANCE

Section 1. Health Insurance

A. The Employer agrees to provide an 80/20 type Health Insurance program with minimum coverage equal to the Wellmark Alliance Select plan in effect January 1, 2005..

B. The Employer agrees to provide and pay for the basic cost of the Health Insurance for all regular full-time employees after completion of 30 continuous calendar days of employment.

C. Employees may cover their eligible dependents by paying 50% of the "actual" dependent premium, with the employee contribution not to exceed \$300.00 per month.

D. The Employer reserves the right to change the insurance carrier but will not reduce the amount of coverage provided by the present plan.

#### ARTICLE 17 SAVINGS CLAUSE

Section 1. In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the court's decision; and upon issuance of such a decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section, or portion thereof.

In the event the parties fail to agree on provisions for substitute in fifteen (15) days following the start of negotiations, the parties shall request a list of five (5) arbitrators from the Public Employment Relations Board. The first strike shall be decided by a coin toss and the parties shall alternately strike until there is one name remaining, who shall become the arbitrator. The arbitrator shall decide between the management's and Union's final offer as to which is the most appropriate substitute.

The decision of the arbitrator shall be final and binding on both parties.

#### ARTICLE 18 MANAGEMENT AND UNION RIGHTS AND RESPONSIBILITIES

Section 1. The Union recognizes the authority, power, rights and prerogatives which belong solely, exclusively, and without limitation to the Safety Center, including, without limitation of the

generality of the foregoing, the right to manage, operate, and direct the affairs and operations of the Employer and to direct the work and the working forces, to maintain order and efficiency, to plan, direct, and control all the operations and services of the Employer, to schedule and assign work, to determine the size and location of the Employer operations, and to determine the type and amount of equipment to be used, to extend, maintain, curtail, or terminate operations of the Employer, to determine methods and materials to be used, including the right to introduce new methods or facilities and to change or eliminate existing methods or facilities and to create, modify and terminate departments, job classifications and job duties, to subcontract, to transfer and lay off, to determine the number and starting times of shifts, the number of hours and days in the workweek, hours of work, the number of persons to be employed at any time and establish their duties, and to make, implement, enforce and require employees to observe rules and regulations set forth by the Employer.

Employees will be given advance notice of new rules. The Union shall receive a copy of these rules ten (10) days prior to the effective date, with the right to receive clarification of any rule or rule changes before they become effective, subject to the terms and conditions of this Agreement.

Section 2. The Employer will not interfere with the rights of its employees to become members of the Union. The Union will not interfere with the right of the Safety Center's employees to refrain from Union membership. There shall be no unlawful discrimination by the Safety Center or the Union because of membership or nonmembership in the Union. The Union agrees neither it nor any of its officers or agents will engage in any activity which will interrupt or interfere with the operations of the Safety Center.

Section 3. For purposes of investigation pending grievances, a duly authorized representative of the Union may have access to safety premises with a supervisor present at all times. The Union agrees not to interfere with or interrupt the Employer's operations or the work of its employees.

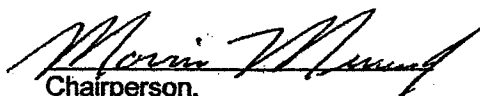
ARTICLE 19  
DURATION AND TERMINATION

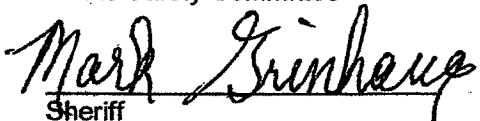
Section 1.      Duration. This Agreement shall be effective July 1, 2005 and shall end on June 30, 2007.

This Agreement shall not be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, one hundred eighty (180) days prior to the budget certification date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than one hundred twenty (120) days prior to the budget certification date; once opened, this Agreement shall remain in full force and effect until a new Agreement is negotiated and signed by both parties.

In witness whereof, the parties hereto have set their hand this 19 day May of 2005.

EMPLOYER

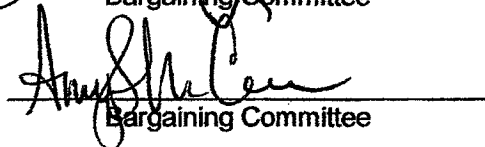
  
Chairperson,  
Public Safety Committee

  
Sheriff

UNION

  
AFSCME Representative

  
Bargaining Committee

  
Bargaining Committee